

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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THE FEDERAL SAVINGS BANK,

Plaintiff,

-against-

PAUL J. MANAFORT, KATHLEEN B. MANAFORT,  
and "JOHN DOE 1" through "JOHN DOE 10", the John  
Doe names being fictitious, said parties intended interest  
in, or other entities having a lien upon, the premises  
described in the complaint,

Defendants.  
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Case No.: 21-cv-01400

**SO-ORDERED**  
**AGREEMENT**

**WHEREAS** this lawsuit was commenced by Plaintiff The Federal Savings Bank  
("TFSB") upon the filing of a summons and complaint on March 17, 2021 to foreclose upon two  
commercial promissory notes secured by mortgages upon the real property located at 377 Union  
Street, Brooklyn, New York 11231 (the "Premises"); and

**WHEREAS**, said promissory notes matured on January 4, 2018 without payment thereof;  
and

**WHEREAS** the Defendants filed a motion to dismiss which was opposed by TFSB and  
the motion to dismiss is *sub judice* before the Court; and

**WHEREAS** the parties agree that the caption can be amended to delete reference therein  
to the "John Doe" defendants since a continuation of the foreclosure search conducted by TFSB  
after the commencement of this lawsuit establishes that no entity or individual not already named  
a party herein is a necessary defendant in this action pursuant to NY RPAPL §1311; and

**WHEREAS** the parties desire to resolve this matter without further expense;

**NOW** it is,

**AGREED BY AND BETWEEN** Plaintiff The Federal Savings Bank and Defendants

Paul J. Manafort and Kathleen B. Manafort that this litigation is resolved in consideration of the following terms and conditions and the terms and conditions of the Judgment of Foreclosure and Sale annexed hereto, the receipt and sufficiency of which consideration is hereby acknowledged and represented:

1. The “Whereas” clauses noted above are hereby incorporated herein by reference thereto.

2. Defendants Paul J. Manafort and Kathleen B. Manafort hereby withdraw with prejudice the motion to dismiss submitted on their behalf in this action with prejudice and admit that they have no defense or offset with respect to the loans at issue and the allegations set forth in the complaint herein, including but not limited to, the allegations relating to their default under the terms of the loans at issue.

3. Defendants Paul J. Manafort and Kathleen B. Manafort waive the appointment of a referee to compute the amounts due Plaintiff and instead agree and acknowledge that the sum of \$6,257,396.62 is due and owing Plaintiff as of November 17, 2021 (not including attorneys’ fees and advances incurred in November 2021 and thereafter) under the terms of the loans at issue and that interest accrues upon said debt at the rate of \$857.51 per diem thereafter.

4. Defendants Paul J. Manafort and Kathleen B. Manafort consent to the immediate issuance without further notice of the Judgment of Foreclosure and Sale annexed hereto as Exhibit “A” and request that this Court so-order same at its earliest convenience.

5. Defendants Paul J. Manafort and Kathleen B. Manafort represent and agree that they will not, directly or indirectly through other individuals or entities, interfere with the foreclosure sale

of the Premises or participate in any bidding when the Premises are sold at auction pursuant to the annexed Judgment of Foreclosure and Sale.

6. Defendants Paul J. Manafort and Kathleen B. Manafort represent that they have no intention to seek bankruptcy protection before any foreclosure sale of the Premises takes place and, that if they, or either of them, should file a bankruptcy petition or a creditor should file an involuntary bankruptcy petition against either or both of them before the foreclosure sale shall occur, acknowledge that TFSB is a secured lender to the full amount due under its loans at issue and agree that TFSB would be entitled to relief from the automatic stay accorded bankrupt debtors and agree to consent to and file any papers in support that may be requested to assist TFSB in seeking relief from the automatic stay if a bankruptcy petition is filed.

7. Defendants Paul J. Manafort and Kathleen B. Manafort represent and agree that they will execute and deliver any and all other documents necessary to effectuate the foreclosure sale of the Premises pursuant to the Judgement of Foreclosure and Sale annexed hereto.

8. In exchange for good and valuable consideration, the receipt and sufficiency is hereby acknowledged and represented, Defendants Paul J. Manafort and Kathleen B. Manafort release and discharge Plaintiff The Federal Savings Bank and its heirs, executors, officers, directors, affiliates, administrators, successors, assigns, employees, attorneys, advisors, representatives, partners, (collectively, "TFSB Releasees") from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, whether known or unknown, liquidated or unliquidated, contingent or not contingent, which against the TFSB Releasees, Paul J. Manafort

and Kathleen B. Manafort, their heirs, executors, administrators, affiliates, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of this Agreement excepting only the obligations under this Agreement.

9. The terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, beneficiaries, executors, administrators, successors and assigns.

10. The parties represent that they are represented by counsel, have had the opportunity to consult with their counsel about this action and this agreement and, having done so, fully understand and agree to the terms and conditions of this agreement and as to the Judgment of Foreclosure and Sale annexed hereto and the import of each.

11. The parties represent that they are executing this agreement of their own free will and volition and without being compelled in any manner to do so.

12. This agreement and the annexed Judgement of Foreclosure and Sale set forth all of the terms and conditions of the parties' settlement of this matter and no party hereto is executing this agreement based upon any promise or representation not set forth herein.

13. This Agreement is the complete agreement between the signatories hereto and supersedes any prior agreements or representations.

14. This agreement may be signed in counterparts and by electronic signature, all of which shall constitute a single agreement.

15. It is agreed and acknowledged that this agreement was not drafted by any particular party but as the result of terms negotiated by the parties.

16. If any provision of this Agreement or the application thereof to any person or

shall be enforced to the greatest extent permitted by law.

17. This agreement shall be construed under the laws of the State of New York and this Court shall retain jurisdiction to enforce the terms of this agreement.


Dated: November \_\_, 2021

November 12, 2021

**MELTZER, LIPPE, GOLDSTEIN  
& BREITSTONE, LLP**

**LAW OFFICES OF  
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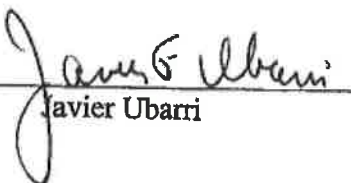
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November \_\_, 2021

November 12, 2021

**THE FEDERAL SAVINGS BANK**

**PAUL J. MANAFORT**

By:   
Javier Ubarri



November 12, 2021

**KATHLEEN B. MANAFORT**

*Kathleen B Manafort*

Dated: Brooklyn, New York  
November \_\_, 2021

**SO-ORDERED**

Judge LaShann DeArcy Hall